

### **THIRD AMENDMENT**

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**THIS IS A THIRD AMENDMENT TO THE AGREEMENT** dated the \_\_\_\_\_ day  
of \_\_\_\_\_, 2017, between:

**CITY OF POMPANO BEACH**, a municipal corporation of  
the State of Florida, whose address is 100 West Atlantic  
Boulevard, Pompano Beach, Florida 33060, hereinafter  
referred to as "CITY,"

and

**PENN CREDIT CORPORATION**, a Pennsylvania  
corporation authorized to do business in the State of Florida,  
and having its principal address at 916 S. 14<sup>th</sup> Street,  
Harrisburg, PA 17104, hereinafter referred to as "PCC."

**WHEREAS**, the CITY and PCC entered into an Agreement for Specialized Debt  
Collection Services ("Original Agreement") on April 28, 2014, approved by Resolution No.  
2014-208; and

**WHEREAS**, on April 21, 2015, and April 15, 2016, the parties respectively entered into  
First and Second Amendments to the Original Agreement as approved by City Resolution Nos.  
2015-252 and 2016-159, both of which extended the term for an additional year; and

**WHEREAS**, CITY and PENN desire to extend the term of the Original Agreement for  
an additional year;

**NOW, THEREFORE**, the CITY and PCC agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein  
incorporated by this reference.

2. The Original Agreement effective April 28, 2014, and subsequently amended on April 21, 2015, and on April 15, 2016, copies of which are attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended herein below.

3. CITY and PCC hereto agree to extend the Original Agreement for one (1) additional one-year period ending April 27, 2018.

4. Article 5, "Records" of the Agreement should be amended as follows:

ARTICLE 5  
RECORDS/PUBLIC RECORDS

...

5.4 PCC shall deposit all payments into their client trust account on behalf of CITY and disburse funds monthly by check or ACH to the CITY's Finance Director, ~~Suzette Sibble~~ Andrew Jean-Pierre, at 100 West Atlantic Boulevard, Pompano Beach, FL 33060. A detailed statement of collections must also be provided with payment.

5.5. Public Records.

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. PCC shall comply with Florida's Public Records Law, as amended. Specifically, PCC shall:

2. Keep and maintain public records required by the CITY in order to perform the service.

3. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

4. Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if PCC does not transfer the records to the CITY.

5. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of PCC, or keep and maintain public records required by the CITY to perform the service. If PCC transfers all public records to the CITY upon completion of the contract, PCC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PCC keeps and maintains public records upon completion of the contract, PCC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

I. Failure of PCC to provide the above described public records to the CITY within a reasonable time may subject PCC to penalties under 119.10, Florida Statutes, as amended.

#### **PUBLIC RECORDS CUSTODIAN**

**IF PCC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PCC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

##### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**RecordsCustodian@copbfl.com**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory P. Harrison, City Manager

Attest:

\_\_\_\_\_  
Asceleta Hammond, City Clerk

(SEAL)

Approved by:

\_\_\_\_\_  
Mark E. Berman, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

"PENN":

Witnesses:

PENN CREDIT CORPORATION

*Rhett Brasher*  
Print Name

By: *Richard Templin*  
Signature

Richard Templin  
Typed, Stamped or Printed Name

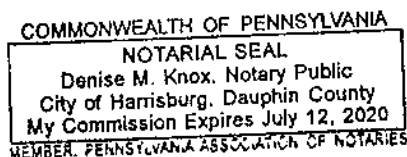
*Robin A. Founds*  
Print Name

President  
Title

STATE OF PENNSYLVANIA  
COUNTY OF DAUPHIN

The foregoing instrument was acknowledged before me this 27 day of March, 2017, by Richard Templin as President of PENN CREDIT CORPORATION, a corporation authorized to do business in the State of Florida, on behalf of the corporation. He/She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



*Denise M Knox*  
NOTARY PUBLIC, STATE OF PENNSYLVANIA

*Denise M Knox*  
(Name of Acknowledger Typed, Printed or Stamped)

1087279  
Commission Number

fp/sh  
3/23/17  
l:agt/finance/2017-460